7224

10960

The S.E. Massengill Co
250 Fourth St.
SanFrancisco 3, Calif.

1/29/48	~~3~~ dz Oint Creo Derma 2oz		10:06
2/13	1 M Tabs Theobromine Phenobarb #2 1 Vial Penicillin Oil & Wax 300,000		16.74
3/29	25M tabs Phe mer nite with Benzocaine		68.60
5/17	2 m tabs bisarex 1 m " TheobrominePHenobarb #1 1 " " " " #2	23.47	
	less 1 vial Sod Penicillin retd	10.00	
		13.47	
	less disc	.27	13.20
6/22	m tabs Bicarex 25 m Phe mer nite with Benzocaine 3 M Alkarinse (2 M shipped from Bristol) 2 dz Oint Creo Derma (Rectal 2 oz 15 gal Lotion ZO with Phenol 2 gals Supased 4 " Utased	184.80 less disc	181.10
			289.70

checks sent to S.F. 2/9, 3/8,4/8,6/8,6/10

Fred Biel
509-10 Peoples Bldg
Seattle I,Wn.

June 28	5 ½ dz 2,3,4" Bandage 6 rls uncut dressing		52.63

ck to Seattle 7/23

E.R.Squibb & Sons
804 Sixth Ave. S
Seattle 4, Wn

Jan	Pharmaceuticals	104.10	lessDisc	103.06
Feb.	"	83.64	" "	82.80
Mar.	"	90.78	" "	89.87
Apr.	"	79.34	" "	78.55
May	"	147.96	" "	146.48
June	"	60.78	" "	60.17
				560.93

cks sent to Seattle 2/9,3/8,4/8,5/8,6/8,6/10

10961

Stayner Corporation
2100 Ward St
Berkeley 5, Calif

3/12/48	100 #115 Thiamin Chloride 1 M #61 Theobromine 5 Pheno 1/4 gr 1 " #62 " " " 1/2 " "		16.28
4/15	100 M Aspirin 5 gr Pl less disc		56.84
4/5 5/20	100 M Spec Cold Formula Ret'd 1 M Thimin Chloride 100 mg #116) 5 " Theobromine 5 pheno 1/4 gr x) 5 " " " " 1/2 " ") 1 " Thiamin Chloride 10 mg #33) 1 " Ascorbic Acid 100 mg) less Disc		116.31
6/18 6/24	100 M Aspirin #55 5 gr) 3/12 dz 100s #161 Vitamin A) " " 50,000 units		70.36
			259.79

Checks sent to Berkeley Calif 4/8,5/8, 6/8,6/10/48

Scientific Supplies
122 Jackson St.
Seattle 4, Wn

3/3	Micro Slides and Test Tubes	1.80
4/13 4/29	Serums,Chemicals etc Aspirator, Immersion Oil, Vaccine,pippette Glass wool etc	122.55
5/5 5/18	Aspirator Concavity slides Kline test	4.75
		129.10

Checks sent to Seattle Wn 4/8,5/20,6/11/48

Schieffelin & Co
16-30 Cooper Square
New York 3, N.Y.

7/12	25 gal White Pine Cherry & Tar 2 " Ammonia Arromatic spirit Usp 1 " Benzoin Comp USP 1 " Phenobarbiatl USP Elix 3 " Terpin Hydrate NF 2 " Iron,Quinine & Strychnine N.F 1 M Tabs #1050 Aminophylline 1½ gr USP 1 " " 1490 Phenobarbital 1/4 gr 5 " " 5023 " 1/2 gr White Tab	131.85

orders sent to Pacific Coast Warehouse
1233 South San Pedro, Los Angeles 15,Calif

Remittance to be sent to N.Y.

7226

10962

1948 Bandages and Adhesive etc bought from Factory Representatives of

Bauer & Black and Johnson & Johnson, Chicago Ill. but invoiced by local jobber

Bauer & Black	ordered 3/31/48 Shipped direct from Chicago Gauze & Elastic Bandage	92.14
	ordered 1/5/48 shipped from San Francisco Bandages & Gauze Pads	276.48
Johnson & Johnson	shipped direct from Chicago 7/19/48 Bandages, Adhesive and Gauze Pads	919.44

All billed by Northwestern Drug Co, Portland, Oregon and paid to them

Bauer & Black	Jan 12, 1M Bx Curity Handitape 100s	560.00
Johnson & Johnson	6/3/48 504 Bx Band Aid Wtpf pl 1") 504 " " " pl zo 1") 72 " " " wtpf pl 3/4")	599.76

All billed by Alatock Fay Company, Portland, Oregon and paid to them

Stretchers

24 Stretchers bought through Sanderson Safety Supply Company, shipped from factory Portland, Ore.
Gold Medal Furniture Co, Racine Wisconsin. During 1948. 270.00

10963

1947

Lederle Laboratories Division
30 Rockefeller Plaza
New York 20, N.Y.

2/11 2 pkg Ledinac 5/25 Less Disc 5.14 *

* check sent to N.W. 3/8/47

Mallinckrodt Chemical Works
St Louis, Missouri

3/7	100 lb	Barium Sulfate	
	5 lb	Ether	
	5 "	Chloroform	
	2 "	Collodion flexible USP	
	5 "	Zinc Oxide	
	All shipped from St. Louis		26.90

check sent to St. Louis 4/8 ,5/8

Mine Safety Appliance Co
Pittsburgh 8, Pa. Braddock Thomas & Meade St

3/13 1 Foille 4 oz BTl less disc 7.42

ck sent to Pa. 4/8/47

Plaintiff's Exhibit 257

7228

10964

Monthly percentage of fee Schedule payments
To Member Physicians

Work Papers of Sundling PE. 17

Page 1
Exhibit
9/22/99

			Jan	Feb	March	April	May	June	July	Aug.	Sep	Oct.	Nov	Dec
1992-	Central	Division							100%	100%	100%	100%	100%	100%
	Jackson	"							✓	✓	✓	✓	✓	✓
	State	"							✓	✓	✓	✓	✓	✓
	Multnomah	"							✓	✓	✓	✓	✓	✓
	Shipyard	"							✓	✓	✓	✓	✓	✓
1993-	Central	Division	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
	Jackson	"	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	State	"	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	Multnomah	"	85%	85%	85%	69.5%	69.5%	69.5%	70%	70%	70%	63%	63%	63%
	Shipyard	"	70%	70%	70%	✓	✓	✓	✓	✓	✓	✓	✓	✓
1994-	Central	Division	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
	Jackson	"	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	State	"	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	Multnomah	"	73.5%	73.5%	73.5%	70%	70%	70%	90%	90%	90%	90%	70%	90%
	Shipyard	"	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
1995-	Central	Division	100%	100%	100%	100%	80%	100%	100%	100%	100%	100%	60%	60%
	Jackson		✓	✓	✓	✓	100%	✓	✓	✓	✓	✓	100%	100%
	State		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	60%	60%
	Shipyard		86.5%	86.5%	86.5%	75%	75%	75%	75%	75%	75%	none	none	none
	Multnomah		✓	✓	✓	95%	95%	95%	95%	95%	75%	✓	✓	✓
1996-	Central	Division	60%	75%	70%	90%	100%	100%	100%	100%	100%	100%	100%	100%
	Jackson		100%	100%	100%	100%	✓	✓	✓	✓	✓	✓	✓	✓
	State		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	Multnomah		70%	70%	70%	20.85%	20.85%	20.85%	69.03%	69.03%	69.03%	85%	85%	85%
	Shipyard		50%	50%	50%	✓	✓	✓	✓	✓	✓	✓	✓	✓
1997-	Central	Division	100%	100%	85%	75%	90%	90%	90%	100%	85%	90%	90%	90%
	Jackson	"	✓	✓	100%	100%	100%	100%	100%	✓	100%	100%	100%	100%
	State	"	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	Multnomah	"	85%	90%	85%	85%	85%	85%	90%	90%	85%	80%	80%	85%
	Creek											100%	100%	[illegible]

OREGON PHYSICIANS' SERVICE Page 2

PERCENTAGE OF FEE SCHEDULE PAID MEMBER PHYSICIANS DURING THE CALENDAR YEARS

RE: 17 DEC 9, 1 TO MIN % of REPAT

	State Division	Central Division	Jackson Division	Josephine Division	Douglas Division	Yamhill Division	Linn Division	Multnomah Division	Crook Division	Eastern Oregon Division	Wasco-Sherman Division	Columbia Division
January	100%	90%	100%					50%	100%			
February	80	80	100					60	100			
March	60	60	100					50	100			
April	50	50	100					55	100			
May	50	75	100					70	100			
June	50	85	100					50	100			
July	75	90	100					55	100			
August	80	90	100	100%				75	100	100%		
September	90	90	100	100	100%			80	100	100	100%	
October	90	90	100	100	100	100%		80	100	100	100	100%
November	90	90	100	100	100	100	100%	80	100	100	100	100
December	75	90	100	100	100	100	100	0	100	0	0	85

Plaintiff's Exhibit 492

10966 OREGON PHYSICIANS' SERVICE

Meeting of Supervisory Committee

Salem, Oregon, December 21, 1943

The meeting was called to order by the Vice-Chairman, Dr. L. O. Clement. Members present were as follows: Drs. L. O. Clement, Burton A. Myers, W. B. Mott, J. H. Garnjobst and A. T. King and Hugh A. Dowd.

* * * * *

Plaintiff's Exhibit 895

10967 NORTHWEST MEDICINE

Journal of Oregon State Medical Society,
Washington State Medical Association
and Idaho State Medical Association

Issued Monthly by
Northwest Medical Publishing Association

Office of Publication, 225 Cobb Building, Seattle, Wash.

Vol. 41, No. 3 MARCH, 1942 $2.00 per Year

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* * * * *

10968 * * * * *

The President, Dr. Handford, presented a modified plan for cooperation of this Society with the Farm Security Administration to provide medical care to the people under this program. The contract presented was formulated and accepted by Oregon State Medical Society and its constituent societies. The plan calls for cooperation of Southwestern Idaho District Medical Society with the Oregon State Society. A long and lengthy discussion followed. It was revealed that some members of this society have entered into contracts with the Farm Security Administration and that such action without approval of the society, is strictly against Article 4, Section 1 of the Constitution and By-Laws of the Society. After considerable discussion it was voted the members of this Society may enter into contracts in conjunction with Oregon State Medical Society, and its constituent societies, for the care of members of the Farm Security Administration, the contract to be in force only for one year.

* * * * *

Plaintiff's Exhibit 1101

10969 August 21 47

Joseph Finke
Westport, Oregon

August 5, 1947, Ambulance services furnished to Mrs. A. L. Jesse, to Cowlitz Memorial Hospital, Longview, Washington, 35 miles @ 50¢ per mi $17.50

10970 PORTLAND, OREGON, August 21 1947

Joseph Finke
Westport, Oregon

IN ACCOUNT WITH

INDUSTRIAL HOSPITAL ASSOCIATION

MEDICAL ARTS BUILDING
TAYLOR STREET, BETWEEN 10TH AND 11TH
TELEPHONE: BEACON 3193

August 5, 1947, Ambulance services furnished to Mrs. A. L. Jesse, to Cowlitz Memorial Hospital, Longview, Washington, 35 miles @ 50¢ per mi $17.50

Plaintiff's Exhibit 1102

10971 7233

INDUSTRIAL HOSPITAL ASSOCIATION, PORTLAND

1946

Distribution Sheet

Account of [illegible]

Paid by Check No. 17827 Dated 1-29-47 Amount $ 86.60

COMPANY	√	AMOUNT
[illegible]		86 60

COMPANY	√	AMOUNT

No. [illegible] 86.60

No.

No.

TOTAL

Posted

Approved for Payment

7234

10972

Folio A 1069

NOV 29

SPOKANE, WASH. November 25 19 6

Mr. Robert L. Curtis

TO SACRED HEART HOSPITAL, DR.

To 6 Days' Board-and Attendance from 11/1 to 11/25 at 7.50 per week			45 00
To " " " " " "			
Use of Operating Room	Anaesthetic		
	Penicillin 13.00	6 ampoules 100,000 units in all @ 3.00 per amp	18 00
Medicine 2.60	Dressings	Laboratory 4.00	6 60
X-Ray	11/21 10.00 11/25 10.00		10 00
			10.00
Physiotherapy			
Intravenous Treatments			
		Total	89.60

Please return this bill with your remittance. By doing so you will insure correct credit and a prompt acknowledgment.

7235

10973

November 23, 1946

Dear Sirs: —

RECD NOV 25 1946

This is to inform you Mr. Herbert Curtis, member of Industrial Hospital Association, Certificate No. 1066-45410-29, was admitted to Sacred Heart Hospital, Spokane, Washington November 19, 1946, diagnosis - pneumonia. Please send the necessary forms so that we may bill you correctly.

Very truly yours,

SACRED HEART HOSPITAL
W. 101 - 8th Avenue
Spokane, Washington

10974

7236

Industrial Hospital Association
(Incorporated)

(1-3-14) Date 10-24-46

Certificate No.

Mr. & Mrs. Herbert Curtis 1066-45-10-29
2515 S. E. Division
Portland, Oregon

EFFECTIVE DATE
10-29-45

Insured Member Receiving Service

Dues have been received by the Industrial Hospital Association for period ending June 28, 1946.

In consideration of payment of dues by the Member, the Association will bear the expense of hospital, medical and other services under the terms of the Hospital and Medical Membership Certificate to which the payment of dues, as herein recorded, applies.

IMPORTANT NOTICE: Member is to pay doctor for first treatment in each case. See Membership Certificate Page 7, paragraph 16.

INDUSTRIAL HOSPITAL ASSOCIATION

By Cmy

NOTICE TO MEMBER: The Member may select his own physicians, as provided in the Membership Certificate. The Association will pay for services on the basis of its established schedule of fees. Complete medical report and itemized statement of services must be furnished the Association. Notice should be given to the Association prior to prolonged treatment, or hospitalization or surgery.

INDUSTRIAL HOSPITAL ASSOCIATION

Medical Arts Building Portland 5, Oregon
PHONE BEACON 3193, DAY OR NIGHT

IMPORTANT: This certificate should be presented to the doctor when you obtain medical services, but before presenting same please give the following information:

If employed, give name of employer Marshall Wells Co.

Were you injured while employed? No

Were you injured in an automobile accident? No

If so, was some other person to blame? No

Are you claiming damages against the other person? No.

If so, give his name and address

H. L. Curtis
Member's Signature

10975

7237

INDUSTRIAL HOSPITAL ASSOCIATION, PORTLAND

Distribution Sheet

Account of [illegible]

Paid by Check No. [illegible] Dated [illegible] Amount $ [illegible]

COMPANY	V	AMOUNT	COMPANY	V	AMOUNT
[illegible]					
[illegible]		15 00			
			No.		
			No.		
			No. [illegible]		15 00
			TOTAL		

Audited

Approved for Payment

10976 7238

10-29-45

Spokane, November 25, 1945

Mr. Herbert Leslie Curtis

1818 E. Pacific, Spokane, Wash. NOV 26 1945

Dated new

1066-45-10-29

R. J. KEARNS, JR., M. D.
309 PEYTON BUILDING
SPOKANE, WASH.
OFFICE PHONE MAIN 3084
RES. PHONE RIV. 0700
OR [illegible] 3111

FOR PROFESSIONAL SERVICES	$18.00
House Visit- 11/19/45..$5.00 Rpd.	
Hosp. Visits-11/20 to 11/25 Inc-$10.00 6 visits @ 2.50	15.00
Patient was suffering from Bronchial Pneumonia.	
TO BILL RENDERED	
PAID ON ACCOUNT	
BALANCE DUE	

RECEIVED PAYMENT

10977 November 26, 1946

Sacred Heart Hospital
W. 101—8th Avenue
Spokane, Washington

Gentlemen:

Thank you very much for your communication of November 23, regarding the case of Mr. Herbert Curtis. We will be happy to have you bill us on your own form at normal Department of Labor and Industries' rates. Our private contracts provide up to sixty days ward service for necessary hospitalization. The expense of necessary service while hospitalized will also be borne by the Association.

Upon receipt of your bill as stated above, we will be pleased to forward you our check. We might state that upon receipt of a doctor bill properly itemized, we will forward our check to you for covered service, with payment to be based on our regularly established schedule of fees.

For your convenience and for what it may be worth, we are enclosing a copy of our latest fee schedule. We have appreciated your cooperation.

Very truly yours,

INDUSTRIAL HOSPITAL ASS'N.

Ray Brunkow, Service Manager

RB:jf
c.c. Mr. Herbert Curtis

10978

Spokane Wash.
1818 E. Pacific
Nov 23-46.

Industrial Hospital Ass.

Dear Sir:-

I am writing you in regards to my my Husband. H. L. Curtis. He was admitted to the Sacred Heart Hospital Nov 19th 1946, By Dr. Kearns, with pneumonia. I have turned in the Recrecition slips to both Hospital & Dr. Thanking

for you you cooperation & Kindness. Please find $7.05 for both.

Gamette F; & H. L. Curtis, Dues.

Resp Yours

(Signed) H. L. Curtis
1818 E. Pacific
Spokane
Wash.

10980 WILL T. KIRK, General Manager PHONE
Day or Night:
BEacon 3193

INDUSTRIAL HOSPITAL ASSOCIATION
INCORPORATED
MEDICAL ARTS BUILDING
TENTH AND TAYLOR STREET
PORTLAND 5, OREGON

December 27, 1946

Sacred Heart Hospital
Spokane
Washington

Gentlemen:

Thank you for your recent communication regarding the case of Herbert L. Curtis.

In order that we may speedily proceed, will you be good enough to give us the number of units of penicillin used.

If you wish, your reply may be submitted in the space below and returned in the self-addressed envelope which is enclosed for your convenience.

Very truly yours,

INDUSTRIAL HOSPITAL ASS'N.

(Signed) R. Brunkow
Ray Brunkow, Service Manager

RB:jf

REPLY: the item for Penicillin included the administration of 9 ampoules of penicillin, 100,000 oxfird units each @ 2.00 per ampoule
Total..... $18.00

10981 December 27, 1946

Sacred Heart Hospital
Spokane
Washington

Gentlemen:

Herbert L. Curtis

us the number of units of penicillin used.

Plaintiff's Exhibit 1103

10982 INDUSTRIAL HOSPITAL ASSOCIATION, PORTLAND

Distribution Sheet

Account of Siskiyou County General Hosp.
Yreka
California

Paid by Check No. 20495 Dated 3-29-47 Amount $74.52

COMPANY	√	AMOUNT	COMPANY	√	AMOUNT
Copco	M	74.52			
			No. 65		74.52

Audited Approved for Payment

10983 INDUSTRIAL HOSPITAL ASSOCIATION
Medical Arts Building
Portland, Oregon

EMPLOYER: California Oregon Power Company

EMPLOYEE: Mr. Harold D. Harvey Yreka, California

February 13, 1947:

Entered 8 days	$48.00
Medicines	6.85
Tax	.17
Surgery	10.00
C.B.C.	3.00
P.S.P.	5.00
Urinalysis	1.50

February 21, 1947:

Total—Pt. Dismissed	$74.52

Services at the request of Dr. A. H. Newton, Yreka, California

(Signed) T H Howell
T. H. Howell, Manager
Siskiyou County General Hosp.
Yreka, California

February 21, 1947

10984 INDUSTRIAL HOSPITAL ASSOCIATION, PORTLAND

Distribution Sheet

Account of Dr. Albert H. Newton
Yreka, California

Paid by Check No. 20319 Dated 3-25-47 Amount $150.00

COMPANY	√	AMOUNT	COMPANY	√	AMOUNT
COpco.	M	150.00			
			No. 61		150.00

Audited Approved for Payment

10985 PHONE 70-W STATEMENT HOSP. PHONE 637

ALBERT H. NEWTON, M.D., F.A.C.S.
YREKA, CALIFORNIA

Industrial Hospital

Services to Harold D. Harvey

Date	Code	Charges	Balance
Feb. 14	OP	150.00	$150.00*
Diagnosis: Prostectomy			

CODE

OP—Operation
HM—Home Call
OF—Office
S—Reduction of Fracture
HO—Hospital Call
C—Consultation
LF—Laboratory Fee
MF—Mileage Fee
CF—Confinement

10986 ALBERT H. NEWTON, M.D., F.A.C.S.
YREKA, CALIFORNIA

February 28, 1947

Industrial Hospital Association
Medical Arts Bldg.
Portland, Oregon

Gentlemen:

The yellow slip on Mr. Harvey was filled out on February 11, 1947 and sent in to you. The number was 5781.

Very truly yours,

(Signed) A. H. Newton
A. H. Newton, D.D.

AHN:jm

7244

10987

INDUSTRIAL HOSPITAL ASSOCIATION
(INCORPORATED)

No. 5781 Special Full Coverage B

Date Feb. 11, 1947

Employee's name H. D. HARVEY

Date he first paid dues Over six months

Have dues been paid continuously since? Yes

Nature of work Groundman

Was employee injured while working? No

Was employee injured away from work? No

Injured or sick, which? give particulars
Prostate glands

Is Employee quitting his job? No

Hospital dues have been paid to the Industrial Hospital Association or have been deducted from said employee's wages to be paid to said Association for month or payroll period ending Feb. 28th 1947

This ticket is not valid unless date to which dues are paid is given.

Said hospital dues, deducted from his wages by his employer to be paid to the Industrial Hospital Association, entitles said employee to receive medical, surgical and hospital care and attention from the Industrial Hospital Association as per contract of this date between said employer and said Association.

Employer's name The California Oregon Power Co.

By (Signed) O. G. STEELE—by EDITH BALFREY
Manager Yreka District

Notice to Employees: This certificate, when properly issued, is evidence of your right to benefits according to the terms of the contract in effect between your Employer and the Industrial Hospital Association. When in need of medical services for any conditions covered by the terms of said contract, and as set forth on the reverse side of this certifi-

cate, present this certificate to the offices of the Association in Portland, Oregon, or to one of the doctors appointed in your district to render service to you. Get the name of the doctor or doctors from your Employer. You can get the fullest benefits from this service by communicating with the Association's home office in Portland.

Medicines: Medicines are furnished only while an employee is confined as a patient in the hospital.

INDUSTRIAL HOSPITAL ASSOCIATION
MEDICAL ARTS BUILDING
PHONE BEACON 3193—DAY OR NIGHT
PORTLAND, OREGON

Plaintiff's Exhibit 1104

10988 INDUSTRIAL HOSPITAL ASSOCIATION, PORTLAND

Distribution Sheet

Account of Clark General Hospital
Vancouver
Wn

Paid by Check No. 46424 Dated 5/29/45 Amount $67.00

COMPANY	√	AMOUNT	COMPANY	√	AMOUNT
West Coop M		67.00			
			No. 65		67.00

Audited Approved for Payment

10989

WEEKLY STATEMENT
CLARK GENERAL HOSPITAL

in patient 2-5 Vancouver, Washington, 2-15, 1945

Mr. Steven Purdy Rt 5 Box 553

employee of Western Cooperage Company

Patients statements are made up to and including Saturday Night.

Board, Room, and General Care 10 days @ 5.50	$55.00
X-Rays	
Laboratory Routine 5.00 & CBC	7.50
Medicine 10 days @ .50	5.00
Treatment	
Operating Room	
Anesthetic	
Delivery Room	
Nursery	
Dressings	
Oxygen	
	67.00

Hospital charges are due and payable on Monday of the following week.

10990 INDUSTRIAL HOSPITAL ASSOCIATION
MEDICAL ARTS BUILDING

No. 46424

PORTLAND, OREGON, May 29 1945

United States National Bank
Portland, Oregon $67.00

24-11

PAY ..... DOLLARS

TO THE ORDER OF

Clark General Hospital
Vancouver
Washington

INDUSTRIAL HOSPITAL ASSOCIATION

DETACH BEFORE DEPOSITING

WHEN DETACHED AND PAID THE ABOVE CHECK BECOMES RECEIPT IN FULL PAYMENT OF THE FOLLOWING ITEMS

INVOICES DATED	AMOUNT
Steven Purdy	$67.00

10991 INDUSTRIAL HOSPITAL ASSOCIATION, PORTLAND

Distribution Sheet

Account of Drs. Benson, Perlman & Matteri
406 Medical Dental Bldg
City 5

Paid by Check No. 44621 Dated 4/12/45 Amount $79.50

COMPANY	√	AMOUNT	COMPANY	√	AMOUNT
W. Coop	M	79.50			
			No. 61		79.50

Audited

Approved for Payment

10992 INDUSTRIAL HOSPITAL ASSOCIATION, PORTLAND

Distribution Sheet

Account of Stephen Purdy—Refund
Route 5 Box 553
Vancouver, Washington

Paid by Check No. 44621 Dated 4/9/45 Amount $79.50

COMPANY	√	AMOUNT	COMPANY	√	AMOUNT
W. Coop	M	79.50			
			No. 61		79.50

Audited Approved for Payment

10993 Portland 5, Oregon, Mar. 23, 1945

TO

ROBERT L. BENSON, M. D.
FRANK PERLMAN, M. D.
ROY R. MATTERI, M. D.

physicians—allergy clinic

406 MEDICAL-DENTAL BUILDING

Mr. Stephen Purdy
Route 5, Box 553
Vancouver, Washington

For Professional Services

Testing	$29.50
Cultures and vaccines	40.00
Blood exam	5.00
Inoculations	5.00
	79.50

10994

INDUSTRIAL HOSPITAL ASSOCIATION
MEDICAL ARTS BUILDING

No. 44621

PORTLAND, OREGON, April 9 1945

United States National Bank
Portland, Oregon

$79.50

24-11

PAY ..... DOLLARS

TO THE ORDER OF

Stephen Purdy
Route 5, Box 553
Vancouver, Washington

INDUSTRIAL HOSPITAL ASSOCIATION

DETACH BEFORE DEPOSITING

WHEN DETACHED AND PAID THE ABOVE CHECK BECOMES RECEIPT IN FULL PAYMENT OF THE FOLLOWING ITEMS

INVOICES DATED	AMOUNT
Refund—Services by	
Drs. Benson, Perlman & Matteri	$79.50

7250

10995

INDUSTRIAL HOSPITAL
ASSOCIATION
MEDICAL ARTS BUILDING

No. 44693

PORTLAND, OREGON, April 12 1945

United States National Bank $79.50
Portland, Oregon

24-11

PAY ..... DOLLARS

TO THE ORDER OF

Drs. Benson, Perlman & Matteri
406 Medical Dental Building
City 5

INDUSTRIAL HOSPITAL ASSOCIATION

DETACH BEFORE DEPOSITING

WHEN DETACHED AND PAID THE ABOVE CHECK BECOMES RECEIPT IN FULL PAYMENT OR THE FOLLOWING ITEMS

INVOICES DATED	AMOUNT
Stephen Purdy	$79.50

10996 July 10, 1945

Mr. Stephen Purdy
Route 5, Box 553
Vancouver, Washington

Dear Mr. Purdy:

Under the terms of our medical contract, and in accordance with the agreement we have with the doctors, we pay a maximum fee of $125.00 for services in connection with the treatment of asthma.

Our records indicate that the enclosed check for $51.00 brings the total amount we have paid for medical treatment for your asthmatic condition to a little over the $125.00 limit, so this is to advise you that you have now received

the full benefits for the particular condition and no more expense will be assumed by us.

Very truly yours,

INDUSTRIAL HOSPITAL ASS'N

Service Manager

HB:jf

10997 April 17, 1945

Mr. Stephen Purdy
Route 5, Box 553
Vancouver, Washington

Dear Mr. Purdy:

This is to advise that we are today making payment directly to Drs. Benson, Perlman & Matteri for services to you in March.

Very truly yours,

INDUSTRIAL HOSPITAL ASS'N

Service Manager

HB:jf

10998 February 6, 1945

Mr. Stephen Purdy
29 F. 11, Vancouver
Route 5, Box 553

Dear Mr. Purdy:

We discussed your case with Dr. Hamlin in regard to care at the Clark General Hospital, and he informed us that he would be pleased to take care of you, but he would prefer to bill you directly rather than bill us. When he submits the bill to you, kindly forward it to us, and we will give it our immediate attention.

Very truly yours,

INDUSTRIAL HOSPITAL ASS'N

Service Manager

HB:jf

Plaintiff's Exhibit 1105

10999 CREDIT MEMO

PORTLAND, OREGON, February 27 1947

Albert McLean
Westport, Oregon

IN ACCOUNT WITH

INDUSTRIAL HOSPITAL ASSOCIATION
MEDICAL ARTS BUILDING
TAYLOR STREET, BETWEEN 10TH AND 11TH
TELEPHONE: BEACON 3193

Invoice #739		4.00
Driving fee	$4.00	

11000 PORTLAND, OREGON, January 20 1947

Albert McLean
Westport, Oregon

IN ACCOUNT WITH

INDUSTRIAL HOSPITAL ASSOCIATION
MEDICAL ARTS BUILDING
TAYLOR STREET, BETWEEN 10TH AND 11TH
TELEPHONE: BEACON 3193

1-10-47	Ambulance service for Mrs. Albert McLean, Westport, Oregon, Longview hospital to Westport, 32 miles @ 50¢ per mile	$16.00
	Less Driving fee due me	4.00
	Ck enclosed	12.00

11001 January 20 47

Albert McLean
Westport, Oregon

1-10-47 Ambulance service for Mrs. Albert McLean, Westport, Oregon, Longview hospital to Westport, 32 miles @ 50¢ per mile $16.00

Plaintiff's Exhibit 1106

(From The Livingston Enterprise, Livingston, Montana, Tuesday, August 30, 1949.)

11002 SALESMAN WANTED FOR ACCIDENT, SICKness and Hospital Expense Insurance plans (pay roll deduction) for railroad employees. Unusually attractive offer to right man. Selling experience preferred. Ex-railroad men considered. Must be Montana resident. Write, stating qualifications, to A. E. McKee, P. O. Box 3838, Portland, Oregon.

7254

Plaintiff's Exhibit 1135

11010

P 604

MONTHLY STATEMENT

GENERAL ELECTRIC X-RAY CORPORATION

REMIT TO THE COMPANY AT 4855 W. McGEOCH AVE., MILWAUKEE 14, WIS.

LOCAL OFFICE: PORTLAND

DATE: Nov. 30, 1948

Lumberman's Hospital, Inc.
Bend, Oregon

AMOUNT REMITTED

PLEASE DETACH AND RETURN THIS STUB WITH YOUR REMITTANCE. IF IT DOES NOT COVER FULL AMOUNT OF THIS STATEMENT, KINDLY INDICATE IN DETAIL WHAT IT PAYS.

$ _____

TERMS OR MEMO	DATE	REFERENCE NO.	CHARGES	CREDITS	BALANCE
PREVIOUS MONTHS BALANCE					1.15
N	NOV 1	R57809	~~1.82~~		~~2.97~~
N	16	7108351	~~65.30~~		~~68.27~~
N	3	U57506	2,157.00		2,225.27
N	26	R11482	2,281.00		4,506.27

FOR CONVENIENCE, TRANSACTIONS FOR THE MONTH ARE CLOSED ON THE 25TH. IF BILLS HAVE BEEN PAID SUBSEQUENT TO THIS DATE PLEASE DISREGARD STATEMENT.

JOHN NICHOLS, INC., MILWAUKEE

GENERAL ELECTRIC X-RAY CORPORATION

PAY LAST AMOUNT IN THIS COLUMN

Plaintiff's Exhibit 1155

11011

KLAMATH MEDICAL
SERVICE BEREAU

FULL COVERAGE MEDICAL AND HOSPITAL CONRACT

(Illness and Non-Occupational Accidents)

CONTRACT, made and entered into this.....day of ....., 194....: By AND BETWEEN KLAMATH MEDICAL SERVICE BUREAU, an Oregon corporation having its office situated at Klamath Falls in the State of Oregon, and being licensed to conduct the business of an hospital association under the laws of the State of Oregon, hereafter called "K.M.S.B."

AND .....: hereinafter called "the Employer";

WITNESSETH: K.M.S.B., in consideration of the sums of money to be paid to it by the Employer as hereinafter provided, hereby agrees to bear the expense of necessary medical and surgical services, hospital accomodations, ambulance service, and other benefits from time to time, as occasion demands, during the life of this contract, for each employe entitled to the benefits of this contract with the Employer and working in connection with the Employer's operations at ....., as follows:

1. MEDICAL AND SURGICAL SERVICES: Except as otherwise provided in this contract, K.M.S.B. will bear the expense of necessary medical and surgical services required by each employe entitled to the benefits of this contract, for non-occupational illness or non-occupational injury. (Occupational Coverage: If the member shall engage in a hazardous occupation which is otherwise specifically excluded and is not covered under the usual compensation insurance of the employer, or that is otherwise available, he may extend the coverage of this contract to include conditions growing out of such occupation by written application to the Bureau and payment of such charge as the Bureau shall fix for such additional coverage.) It is particularly agreed and understood that each and every employee, covered by this contract, shall be entitled to unrestricted choice of available physicians from K.M.S.B.'s list of member physicians (Herein-

after for convenience sometimes called K.M.S.B. staff physicians) in the treatment of any coverable illness or injury who will render such services at their respective offices, or at the Klamath Valley Hospital or Hillside Hospital of Klamath Falls, or at the employe's home, or at the place of occurrence of an emergency illness or injury. Services elsewhere than at such physicians' or surgeons' office will be performed only when the illness or injury of the employe requiring such services is such as to render him unable to travel to such physicians' or surgeons' office. It is understood that K.M.S.B. shall retain the right to direct the medical or surgical procedure in every case when, in the opinion of K.M.S.B., such direction is required for the welfare of the patient.

2. EMERGENCY CARE: If injury or illness shall occur to an employe entitled to the benefits of this contract and the services of a K.M.S.B. member physician or surgeon shall not be available to him, then and in that event, either the Employer or the employe may obtain the services of the most convenient doctor of medicine with an M. D. Degree licensed by the Oregon State Board of Medical Examiners, to render emergency services to such injured or ill employe until such time as a K.M.S.B. member physician or surgeon can render such employe his services, in which event the expense of such emergency services will defrayed by K.M.S.B. to the extent of an amount equal to the established K.M.S.B. rates for such services. Either the Employer or such employe shall, within twenty-four (24) hours, notify K.M.S.B. of such injured or ill employe requiring, and receiving, such emergency services. Failure so to notify K.M.S.B. shall relieve K.M.S.B. of all responsibility for the care of such employe other than for actual emergency treatment. Such emergency treatment shall include surgical operations or extended hospital care only when specifically authorized by K. M. S. B.

3. CARE OF TRAVELING EMPLOYES: Employes entitled to the benefits of this contract who may be injured or taken sick while away from the location of K.M.S.B.'s operations, but within the boundaries of the State of Oregon, shall be entitled to all medical care by staff physicians of Oregon Affiliated Bureaus

and entitled to the same consideration as when within the jurisdiction of K.M.S.B. When outside the boundaries of the State of Oregon, but within the continent of North America, and not elsewhere, employes entitled to the benefits of this contract shall be entitled to receive the services of a State licensed doctor of medicine with an M. D. Degree, and hospital services for serious cases, in the nearest city or town in which such services may be available, and the costs of such services shall be borne by K.M.S.B. to the extent of an amount equal to the established K.M.S.B. rates for such services. If such doctor or hospital will not accept K.M.S.B. rates in full payment for such services rendered, any additional charge shall be a liability of the employe. It shall be the duty of such injured or ill employe to notify K.M.S.B. within thirty-six (36) hours of his requiring, and receiving, such services. Failure on the part of such employe to give such notice to K.M.S.B. shall relieve K.M.S.B. from all responsibility for the care of such employe other than for actual emergency treatment. Such emergency treatment shall include surgical operations or extended hospital care only when specifically authorized by K.M.S.B.

4. SPECIALISTS: The expense of services of K.M.S.B. staff specialists or specialists of other Oregon Affiliated Bureaus will be borne by K.M.S.B. upon the recommendation of the attending K.M.S.B. staff physician and the approval of the Committee appointed for this purpose.

5. DENTAL SERVICES: Any services ordinarily performed by a dentist are not covered by this agreement. Hospital services for dental conditions are also excluded. The expense of dental X-rays will be borne by K.M.S.B. when, because of systemic symptoms, such X-rays are necessary, upon recommendation in writing by the employe's attending K.M.S.B. staff physician and approved by K.M.S.B.

6. PRESCRIPTIONS: The Bureau will furnish all necessary medicines, including the filling of prescriptions written by Bureau staff physicians, and medical and surgical supplies requested by Bureau staff physicians in the treatment of the employe. The Bureau

will not furnish or pay for the filling of prescriptions for any vitamin, liver extracts, hormones, or other drugs used as a supplement to diet.

11012 7. FIRST AID SUPPLIES: First aid supplies for the use of employes in illness and non-occupational accident cases will be procured and delivered by K.M.S.B. to the Employer and will be maintained during the life of this cotract at such places as will be indicated by the Employer and approved by K.M.S.B. All unused supplies shall be returned to K.M.S.B. at the termination of this contract. If requested, K.M.S.B. will procure first aid supplies for industrial accidents at the expense of, and by pre-arrangement with, the agency responsible for industrial medical aid. It shall be the responsibility of the Employer, in cooperation with the employes, to keep the aforesaid supplies and equipment in a clean and sanitary condition for the purpose for which they were intended, and to order replacements of such supplies and equipment as they are needed.

8. HOSPITAL SERVICES: K.M.S.B. will bear the expense of hospital services and accomodations when required for the treatment of the employe only when said employe is under the care of a K.M.S.B. staff physician (except as provided in Paragraph 3) in hospitals approved by K.M.S.B. and as will be authorized by K.M.S.B. Such hospital services will include ward accomodations, board, services of an hospital staff nurse, use of surgery, X-ray, laboratory service, and medical and surgical attendance, to the extent hereinafter provided. The expense of private rooms will be borne by K.M.S.B. in cases of serious nature, which, in the judgement of the attending K.M.S.B. staff physician or surgeon, require special care. Should the injured or ill employe not require special services, but desire a private room in such hospital, K.M.S.B. will pay such part of the cost of such private rooms as K.M.S.B. would be required to pay for ward service during the same period of time. K.M.S.B. shall not be liable to the Employer, or any employe, or any other person, for its inability or failure to procure hospital ward accommodations or other hospital accommodations or other services or accommodations by reason of epidemic, disaster, or other cause or condition beyond the

control of K.M.S.B. To facilitate payments for service on any member's account, the members authorize the doctors, hospitals and other parties from whom they have received services, either within or outside of the provisions of this contract, to furnish the Bureau, or its duly authorized representatives, such technical and other information relating to the member's claims as the Bureau may request, including history, laboratory findings, copies of records, and other information relating thereto.

9. AMBULANCE SERVICE: K.M.S.B. will bear the expense of appropriate transportation or ambulance service, when necessary, for conveying the seriously ill or injured employe to the nearest hospital approved by K.M.S.B. for hospital service in the event that ordinary transportation shall not be appropriate. Such services must be requested or subsequently approved by the attending K.M.S.B. staff physician.

10. SPECIAL NURSES: K.M.S.B. will bear the cost of Special Nurses for a period not to exceed thirty (30) days when, in the judgment of the attending K.M.S.B. staff physician or surgeon, a Special Nurse is required.

11. X-RAY SERVICES: K.M.S.B. will bear the expense of x-ray services in the cases of fracture, suspected fracture, or in such other cases as shall be deemed advisable by the attending K.M.S.B. staff physician or surgeon.

12. PHYSICAL THERAPY: The expense of physical therapy will be borne by K.M.S.B. when, in the opinion of the attending K.M.S.B. staff physician or surgeon, such treatment shall be indicated.

13. PHYSICAL EXAMINATIONS: K.M.S.B. will bear the expense of physical examinations by K.M.S.B. staff physicians where necessary to determine the cause of any illness when requested by an employe. Physical examinations will not be provided for any other purpose.

14. REFRACTIONS: K.M.S.B. will bear the expense of eye examinations and testing for glasses by K.M.S.B. staff specialists, provided that the employe will have had K.M.S.B. coverage continuously for a

period of six (6) months before the occasion therefore shall arise (unless such service shall be necessary in the treatment of an acute illness or injury), provided further that no more than one such examination shall be made in any twelve (12) month's period. K.M.S.B. will not furnish eye glasses.

15. PROPHYLACTIC MEASURES: K.M.S.B. will bear the expense of such prophylactic measures as may reasonably be necessary in preventing the spread of disease among employes of the Employer. This service shall include cooperation with the State Board of Health in the analysis of drinking water and general sanitation work.

16. WELFARE DEPARTMENT: K.M.S.B. will maintain a Welfare Department through which it will report to the Employer the condition and progress of employee patients under its care, as requested by the Employer, and will report on such matters as, in its judgement, are of special interest to the Employer, including matters which may in any manner affect claims for Workmen's Compensation and those affecting the general welfare of the employes of the Employer.

17. MATERNITY CARE: Nothwithstanding any provisions to the contrary, K.M.S.B. will bear the expense of the hospital services herein defined for the treatment of any female disorder when such female disorder did not originate prior to the particular employe's coverage under this contract or manifest itself prior to six (6) month's continuous coverage of the employe hereunder. The expense of hospital services will be borne for maternity care after the married employe shall have been under coverage of this contract for ten (10) full consecutive months, it being expressly understood that the benefits under this paragraph are limited to payment for hospital services only.

18. MEDICAL, SURGICAL AND HOSPITAL COVERAGE: This contract includes within its operation, and covers, subject to the provisions of this contract, and K.M.S.B. will bear the expense of hospital, medical and surgical treatment and other services in the following cases:

(a) Accidental injury sustained by an employe during the term of his coverage, except that resulting from an industrial accident (industrial injuries shall mean injuries sustained at a time when the employe is engaged for an Employer, or for himself, in performing services, work or labor contemplating monetary remuneration or profit).

11013 (b) Acute illness suffered by an employe during the term of his coverage, except acute illness symptomatic, diagnosed and being treated, or symptomatic, or diagnosed, or being treated, at the time when the employe will first become entitled to the benefits of this contract.

(c) Chronic illness arising in an employe who will have become entitled to the benefits of this contract on the date on which this contract will first become effective as to the other employes of the Employer, except that during the first six (6) months of such employe's coverage under this contract, benefits shall be limited to the acute phase of such chronic illness. Chronic illness arising in an employe who will have become entitled to the benefits of this contract after the date on which this contract will first become effective as to the other employes of the Employer, except that such chronic illness as will have been active or will have manifested itself during such employe's first six (6) months of coverage under this contract, will not be covered nor be subject to the benefits of this contract.

For the purpose of this sub-section, (18-c), credit will be given to the employes of the Employer for periods of coverage under other K.M.S.B. full coverage medical and hospital service agreements, when such employment is immediately preceding their employment under the protection of this contract. A chronic illness originating, or diagnosed, or treated, or becoming symtomatic, prior to the date when an employe of the Employer will have first become entitled to the benefits of K.M.S.B. full coverage medical-hospital contract, is not covered by this contract.

A "chronic illness", as used herein, hereby is defined to be an ailment of prolonged duration, char-

acterized by slowly progressing symptoms, as differentiated from an "acute illness", which hereby is defined to be an ailment of recent origin progressing speedily to a crisis and requiring immediate medical and surgical care, or immediate medical or surgical care. "Chronic illness" shall specifically include, without being limited to, such conditions as heart ailments, gall-stones, kidney stones, goiter, stomach ulcers, malignancy, male disorders, traumatic deviated septums, acute sinus conditions, hernia, and diseased tonsils.

19. EXCLUSIONS AND LIMITATIONS:

(a) The benefits of this contract do not apply to any of the following: Neither industrial accidents, nor injuries, nor diseases, falling within the provisions of any Industrial Insurance or Workman's Compensation Law or Contract (whether the employe or the Employer will have elected to accept or to reject the benefits of such Law or Contract) to which the employe is or could be eligible, nor to insanity, mental disorders, pregnancy or childbirth nor any result thereof except as hereinabove provided, nor induced abortion, nor veneral diseases, alcoholism, drug addiction, pyorrhea, deformities, congenital defects, self-inflicted injuries, attempts at suicide, tuberculosis (pulmonary), injuries resulting from professional competitive sports, nor any results of any thereof, nor injuries nor illnesses sustained in, or resulting from, the employe's commission of a crime, nor any condition excluded by any other provision of this contract, nor any condition which will be active, symtomatic, diagnosed or under treatment at or before the time when the employe will become entitled to the benefits of this contract (except as stipulated in the provisions, in such respect, of Section 18 of this contract), nor injuries resulting from an act of personal violence in which the injured employe will have been the aggressor, nor injuries nor illnesses sustained by the employe as the result of the use of intoxicating liquor, drug or narcotic if the use of such intoxicating liquor, drug or narcotic will have been the primary cause of such injury or illness.

(b) K.M.S.B. shall not be required to bear the expense of hospital, nursing, or ambulance services for diseases, or results thereof, subject to quarantine, but K.M.S.B. will bear the expense of K.M.S.B. staff physicians' services in such cases, when necessary.

(c) All benefits provided for by this contract are, and will be, limited to one year from the date of first treatment of any specific condition involved, resulting from a separate and distinct cause. K.M.S.B. shall not be required to bear the expense of hospital services for longer than six (6) months in any one case, which said six (6) months' hospital service shall not extend beyond the period within which K.M.S.B. is bound to bear the expense of physicians' services. The furnishing of a private room will be limited to thirty (30) days in any one case. The period of thirty (30) days provided herein for private room shall be deemed part of the total hospital care provided for herein.

(d) K.M.S.B. will bear the expense of such services of a K.M.S.B. staff physician or surgeon as will be required for the performance of necessary blood transfusions. The cost of procuring blood from professional donors will not be borne by K.M.S.B.

(e) The expense of professional services and necessary hospitalization will be borne by K.M.S.B. for the removal of tonsils, provided that membership has been continuous for six (6) or more months.

(f) In the event an employe shall receive an injury or suffer an illness caused by the negligence or wrongful act of another person, for which that person or some other person is legally responsible, the Bureau will procure for such employe the benefits of this contract, provided that the employe, or other person authorized to act on behalf of the employe, shall, in such event, upon request of K.M.S.B., assign in writing all the employes interest in said claim to the extent of medical and hospital services advanced by it.

(g) In order to make it financially possible for K.M.S.B. to bear the expense of such services sti-

pulated in this contract, employes requiring hospital care, surgical operations or medical services for any of the conditions covered by this contract shall be entitled thereto only in Klamath Valley Hospital, Hillside Hospital or other hospitals approved by K.M.S.B. for rendering such services and shall be attended by K.M.S.B. staff physicians and surgeons or specialists, or staff physicians of other Oregon Affiliated Bureaus, except as provided otherwise for emergency services.

(h) No benefit, right or interest of either the employer or any employe under this contract can be assigned or transferred, and any such attempted assignment or transfer shall be invalid and void.

In the event K.M.S.B., through error or misunderstanding, should accept any charge for services or pay for any services to which the employe is not eligible, it shall be voluntarily on the part of K.M.S.B. and shall not be considered an acknowledgement by K.M.S.B. of any liability under this agreement. K.M.S.B. is bound under this agreement to bear the expense of the services provided for herein only when the condition of employes, due to illness or injuries, reasonably requires such services and care. If and when it shall appear to K.M.S.B. that any employe subscriber is making undue or excessive demands for service, K.M.S.B. may at its discretion forthwith cancel all benefits to the subscriber.

11014

20. ARBITRATION PROVISIONS: Should K.M.S.B., either upon, or without, the advice of an attending K.M.S.B. staff physician or surgeon, at any time determine that an employe of the Employer, is not, or will not be, entitled to treatment, or any treatment, herein stipulated; and that such employe's case is of a class excluded, or partially excluded, from the benefits of this contract, then, and in that event, either the employer or employe shall have the right to employ a competent practicing medical physician or surgeon, duly licensed to practice in the State of Oregon, to examine such employe for the purpose of advising such employe whether such determination made by K.M.S.B. is correct. If such consulting physician

or surgeon and K.M.S.B. shall be unable to agree in such respect, then, in that event, K.M.S.B. and the Employer shall select another competent, practicing physician or surgeon, duly licensed to practice in the State of Oregon, as arbiter to decide whether such determination made by K.M.S.B. is correct. Such decision of such arbiter shall, when made, be final. If such decision shall be contrary to such determination made by K.M.S.B., then K.M.S.B. shall pay a reasonable fee to such consulting physician or surgeon and also a reasonable fee to such arbiter for their respective services in such matter. If such decision made by such arbiter shall substantially coincide with such determination made by K.M.S.B., then, in that event, such employe shall pay such fees of such consulting physician or surgeon and such arbiter, respectively.

21. LIABILITY: K.M.S.B. agrees to hold the Employer harmless from any claim or action for malpractice or other damage on account of the conduct or treatment by K.M.S.B. or any K.M.S.B. staff physician, surgeon or specialist.

22. PAYROLL DEDUCTIONS AND PAYMENTS: In consideration of the promises and undertakings hereinbefore set forth to be kept and performed by K.M.S.B., the Employer hereby promises and agrees to pay to K.M.S.B. on or before the fifteenth day of each month during the life of this contract the following amounts of money (sometimes in this contract called "dues").

(a) Three dollars and fifty cents ($3.50) for each employe covered by this contract who will have commenced his employment on or before the fifteenth day of the preceding calendar month and who will have been employed for four (4), or more, days in such month.

(b) One dollar and seventy-five cents ($1.75) for each employe covered by this contract who will have commenced his employment after the fifteenth day of the preceding calendar month and who will have been employed four (4), or more, days in such month.

(c) Ten cents ($.10) each day for each employe covered by this contract who will have been em-

ployed for three (3) days, or less, in the preceding calendar month, but such employe shall be entitled to the benefits of this contract only with respect to acute illness or injury originating within such period of three (3) days, or less, of employment.

(d) The Employer shall not be required to pay to K.M.S.B. dues for the current month for any employe who, upon entering the employment of the Employer, shall hold a receipt or other evidence entitling him to medical, surgical and hospital accommodations procured by any medical service organization engaged in such business in Oregon. This exemption from payment of dues shall apply only to the month in which such employe will have commenced his employment with the Employer. K.M.S.B. shall not be required to bear the expense of any services stipulated in this contract for any accidental injury sustained by such employe or for any illness suffered by such employe during the period for which the Employer is exempted from paying dues, it being intended that in the event of such injury or illness such employe shall look to such medical service organization which will have issued such receipt or other evidence to him, for such services.

(e) In case any employe for whom the Employer will have paid to K.M.S.B. the dues of the next succeeding calendar month, or next succeeding period of days, or for whom the Employer will have deducted such amount from the wages payable to such employe for such payment thereof, shall leave the employment of the Employer before such calendar month, or other period, will have expired, such employe shall, nevertheless, be entitled to receive all benefits provided by this contract as he would have been entitled to receive if he had not left such employment, with respect to injury or illness which may occur to such employe during such calendar month, or other period, for which such dues thus will have been paid.

(f) An employe temporarily away from his work, because of seasonal plant shutdown due to labor dispute, may, at his option, preserve his coverage

by this contract by applying individually therefore to K. M. S. B. within ten (10) days after the date of such plant shutdown and making arrangements satisfactory to K.M.S.B. for the payment of his dues. Arrangements may be made, with the approval of K.M.S.B. and the Employer, among employes to continue their coverage by this contract by arranging for salary deductions of dues upon their return to work for the period during which coverage by this contract will have been continued. Such coverage, however, shall not continue longer than two (2) months without the actual payment of dues monthly in advance.

(g) Employes who are under the protection of this agreement at the time of leaving their employment with the Employer and whose previous health and accident record and present physical condition are satisfactory to K.M.S.B. may, under rules and regulations which K.M.S.B. may from time to time prescribe, continue such protection by giving immediate written notice to K.M.S.B. of such termination of employment and by paying dues quarterly in advance direct to the K.M.S.B. office; provided that either K.M.S.B. or the ex-employe may terminate such coverage at the first of any calendar month without notice, but such cancellation shall not deprive the ex-employe of the benefits provided for herein for any injury or sickness for which he was under treatment at the time of such cancellation; provided further, however, that if said employes are ill or under a doctor's care at the time of leaving said employment, K.M.S.B. shall have the right to terminate said protection of said employes upon fulfilling all the obligations imposed upon K.M.S.B. for the care and treatment of said employees for the condition or conditions under treatment at the time of leaving said em-
11015 ployment.

(h) The Employer promises and agrees that K.M.S.B. may, at reasonable times, examine the payroll of the Employer for the purpose of auditing with respect to dues agreed to be paid to K.M.S.B. by the Employer.

23. REJECTION BY EMPLOYE: In accordance with Chapter 344, Oregon Laws, 1941, as amended by Chapter 298, Oregon Laws, 1945, any employe may reject the coverage of this contract at the time when this contract is executed or at the time of his employment if entering such employment after the date of the execution of this contract, by giving written notice to the Employer of his desire so to do, or, having been under the coverage of this contract, by giving such notice in writing not less than thirty (30) days in advance of its anniversary date. The Employer shall not retain any part of the wages of any employe who will have filed such notice of rejection, and such employe shall not be entitled to any of the benefits of this contract, provided, that any employe who will have filed such notice of rejection shall, by withdrawing his rejection, and subject to acceptance by K.M.S.B., have the right to come under the coverage of this contract at a future date to be agreed upon with K.M.S.B.

The Employer is to furnish K.M.S.B. with the names of all employes coming under the coverage of this contract.

24. NEW EMPLOYES: Any person coming under the provisions of this contract as an employe, and for whom a payment was not made to K.M.S.B. for any part of the calendar month immediately preceding his coming under the provisions hereof, shall be termed a new employe.

25. CANCELLATION: Time is of the essence of this agreement, and any waiver of K.M.S.B. of the strict and timely performance of any provisions hereof by the employer to be done and performed, shall not be construed as a waiver of the strict and timely performance of any other or subsequent failure or breach of the same or any other provision of this agreement.

26. TERM AND TERMINATION: This contract shall remain in full force and effect from.....day of....., 19....., to the thirty-first day of December, 19....., or for such period as the parties hereto (including the employes) shall perform and observe their respective obligations under this contract, and this contract can be cancelled and terminated, without liability therefor, by either the employer

or K.M.S.B. by his or its giving thirty (30) days notice in writing to the other of them of such termination in the event of the making of breach or default by such other with respect to its or his obligations under the contract. It the event that payment of dues shall not be received by K.M.S.B. from the Employer punctually, in accordance with Section 22 of this contract, time being of the essence hereof, K.M.S.B. shall have the right to cancel and terminate this contract, without liability therefor, at any time by giving fifteen (15) days notice in writing of such cancellation to the Employer.

27. RENEWAL: The term of this contract will expire on said thirty-first day of December of said year last above mentioned. However, unless either K.M.S.B. or the Employer shall give to the other of them, at least fifteen (15) days prior to said last above mentioned date, written notice of his or its election that this contract shall not be renewed on said date, this contract shall be deemed renewed on said date, with like effect, to all intents and purposes, as if re-executed on said date by K.M.S.B. and Employer, to continue in full force and effect for the next succeeding calendar year and likewise annually thereafter shall be deemed to be renewed and to continue in full force and effect from year to year, unless and until at least fifteen (15) days prior to the expiration of any calendar year either K.M.S.B. or the Employer shall give to the other of them written notice of its or his election not so to renew this contract.

28. REVISION: K.M.S.B. shall have the right, at any time, to modify the benefits, and to adjust the consideration, or to modify the benefits, or to adjust the consideration, of this contract, consistent with changing conditions, and such revision may be made effective on the first day of any month by the giving by K.M.S.B. of written notice of such revision to the Employer at least forty-five (45) days prior to the effective date of such revision which will be stated in such notice. In such event, the Employer shall have the privilege of terminating this contract on the first day of the month in which such revision shall become effective by giving written notice of such termination